



**BRENT LAMBERT**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**BRIAN WILLIAMS**  
*Councilmember*

**LARRY SEWELL**  
*Vice Mayor*

**ESTHER HELTON**  
*Councilmember*

**J. SCOTT MILLER**  
*City Manager*

## **City of East Ridge**

*1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423) 867~7711*

March 2, 2018

### **INVITATION TO BID**

The City of East Ridge will accept sealed bids for the mowing of private properties within the corporate city limits of East Ridge. Bids will be received by Janet Middleton, City Recorder, East Ridge City Hall, 1517 Tombras Avenue, East Ridge, TN 37412 until 3:00 pm, Wednesday, March 14, 2018, at which time all bids will be opened and publicly read. Mark all bid envelopes "Mowing Bid – 3/14/18." Copies of the bid specifications may be obtained at East Ridge City Hall, Mon – Fri., 8:00 a.m. – 5:00 p.m., except holidays, or at [www.eastridgetn.gov](http://www.eastridgetn.gov). The City of East Ridge reserves the right to reject any or all bids, to waive technicalities therein and to award the bid in the City's best interest.

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Please run on Sunday, March 4, 2018 in Legal Notices.

Thanks

Janet Middleton  
City Recorder

**CITY OF EAST RIDGE  
SPECIFICATIONS AND BID SHEET  
FOR COMMUNITY DEVELOPMENT & CODE ENFORCEMENT  
MOWING CONTRACT**

**Bid Opening**

**Wednesday, March 14, 2018 – 3:00 pm**

**1517 Tombras Avenue**

**East Ridge, TN 37412**

**I. Scope of Work**

All work requested is primarily for the corrective maintenance of private properties within the corporate city limits of East Ridge.

**II. Definitions**

- a. **Mowing Schedules or Perpetual Care** shall mean the time periods established for the project year within which all prescribed maintenance activities for each area shall be completed.
- b. **Mowing Cycle** shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, within which all prescribed maintenance activities for each area shall be completed.
- c. **Code Enforcement Officer** shall mean the duly authorized representative of the Code Enforcement Department who shall monitor the contractor's progress within his/her assigned area.
- d. **Director** shall mean the person responsible for the administration and execution of all activities within the department.
- e. **Contractor** shall mean the firm, agency or person providing mutually agreed upon services to the City.
- f. **Inclement Weather** shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- g. **Weeds (Brush and woody vines shall be classified as weeds)**
  - i. Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
  - ii. Weeds which bear or may bear seeds of downy or wingy nature;
  - iii. Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;
  - iv. Weeds and indigenous grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed twelve (12) inches in height.
- h. **Nuisance** means any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- i. Injures or endangers the comfort, repose, health or safety of other;
- ii. Offends decency;
- iii. Is offensive to the senses;
- iv. Unlawfully interferes with obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;
- v. In any way renders other persons insecure in life or the use of property; or
- vi. Essentially interferes with the comfortable enjoyment of life and property or tends to depreciate the value of the property of others.

i. **Examples of nuisances**

- i. Trash: Including but not limited to old, dilapidated, scrap or abandoned metal, paper, building material and equipment, bottles, glass, appliances, furniture, beds and bedding, rags, rubber, motor vehicles, and parts thereof.
  - ii. Brush: Including but not limited to dead tree limbs/trunks, decayed vegetation or organic materials.
  - iii. Miscellaneous Materials: Automobile/truck parts or components, old appliances, bulk construction materials or any items fifty (50) pounds or over.
- j. **Trimming** shall refer to the cutting or removal of all plant material immediately adjacent to or under public structures. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), steps, driveways, and pavements.
- k. **Edging** shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements.
- l. **Sucker Growth** shall mean the incidental, vegetative growth arising from the bases and lower trunk areas of trees which are not essential to the overall well-being of the plant.
- m. **Rights-of-way** shall mean a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees, or other special use.
- n. **Public Road** shall mean all public property reserved or dedicated for street traffic.
- o. **Sidewalk** shall mean all property reserved or dedicated for pedestrian traffic.
- p. **Easements** shall mean the right of a person, government agency, or public utility company to use public or private land owned by another for a specific purpose.

**III. Contract Duration**

The agreement shall be for a period of one (1) year with the option to renew for one (1) additional year, providing that both the City of East Ridge and the Contractor agree and that costs remain the same. The City of East Ridge shall notify the contractor by January 1, of the intent to renew the contract.

**IV. Assignment and Inspection of Work**

a. **Code Enforcement Officer Duties:**

A Code Enforcement Officer will be assigned to the area for which he/she will be responsible for making inspections, re-inspections, monitoring the Contractor's activities, and ensuring the work performed in the assigned area is done to the quality level prescribed in the bid/contract and in accordance with prescribed time schedules.

Upon determination of a violation of the specifications and/or terms of the contract or bid, the Code Enforcement Officer shall record, process, and submit all pertinent information to the Director for processing.

b. **Assignment of Contractor for Property Maintenance Violations:**

All property maintenance violation job orders are required prior to any issuance of a work assignment to the contractor. The work orders will provide the name and address of contractor, location of job assignment, description of work to be performed, date/time, and monetary value of service and signature blocks for the contractor and Code Enforcement Officer. The contractor is responsible to pick up all work orders at the codes department office.

c. **Time to Complete Work for Property Maintenance Violations:**

Upon receipt of any work order, the contractor shall be responsible for executing and completing the assigned job within five (5) business days. Invoicing for completed work shall be submitted to the City within (5) days of completion of work. Payment shall be made to contractor for completed work within 30 days of receipt of invoice.

d. **Mowing Schedule for 2018/19 maintenance year:**

Mowing Cycle: March 2018 – March 2019

West District – West of McBrien Road – District 1

East of McBrien Road – District 2

**City map will be provided**

**NOTE: The designated Code Enforcement Officer has the authority to modify scheduled mowing cycles on a week to week basis. The cancellation will be based upon need, prevailing weather conditions, and available funding.**

e. **Failure to Maintain Mowing Schedule:**

Failure on the part of the Contractor to maintain the required production rate for an area shall be sufficient reason for the Director to have the work in question, or portions thereof, completed by others. If work is completed by others, any additional cost caused by a higher bid price will be deducted from the contractor's billing statement. Failure to maintain the mowing schedule shall be determined in the following manner:

- i. All areas shall be maintained according to the mowing schedule to each area. Final assessment of each area shall be made by the Code Enforcement Officer on the morning following the end of each mowing cycle. If the contractor fails to meet the mowing specifications within the time limits of the schedule, then that portion of the work will be removed from his responsibility and may be immediately assigned to another contractor.
- ii. In the event the contractor develops difficulty in meeting the mowing schedule and contract specifications, the contractor may also be assessed two hundred-fifty (\$250.00) dollars per day as liquidated damages because of breach of contract as aforementioned. Should it become necessary to penalize a contractor on more than one occasion for failure to meet the grounds maintenance specifications within the prescribed mowing schedule, the contractor may be released from his contractual obligation to the City of East Ridge. The project area will then be awarded to an existing alternate contractor on a per area basis or awarded to the next lowest and best bidder on a previous bid.

**f. Documentation of Work for Property Maintenance Violations:**

Upon submission of bi-weekly invoices for property maintenance violation mowing, the Contractor shall submit “before” and “after” photographs of each property mowed. Each photograph shall identify the specific location represented. Identification of photographs may be in the form of individual file names, or with a dry erase board or similar included in the photograph identifying the property. Failure to include before and after photographs with proper identification of each property mowed may result in non-payment for completed mowing.

**V. Grass and Weed Removal**

Contractor is responsible throughout the contract period to remove all cut grass and debris which falls or is thrown by equipment upon the pavement of streets, sidewalks, driveways, or adjacent properties. Such removal shall take place prior to exiting the work site. Directional mowing will be utilized to minimize the amount of discharge onto such adjacent areas whenever possible. Safety discharge chutes shall remain in place and operational at all times.

**VI. Supervision of Work Crew**

Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

**VII. Contractors’ Bidding Options and Response**

Contractors will have the option of responding to all or portions of the services within this document. Under no circumstances shall any individual job assignments within each Cluster be divided or exchanged among other Clusters.

**VIII. Selection Criterion**

Selection of a Contractor will be based upon following factors:

- a. Ability to meet standards set forth within this document;
- b. Price;
- c. Ability to perform work stated within this document;
- d. Availability of contractor to perform work as assigned and;
- e. History of providing similar work.

**IX. Insurance**

The Contractor shall secure and maintain such insurance as will insure the performance by the Contractor of its obligations to protect, defend, indemnify and hold harmless Owner and officers and agents of the Owner and Contractor respectively, as provided herein, and will protect them from claims under Worker’s Compensation Acts; automobile liability for bodily injury(including death) or property damage; and general liability for bodily injury(including death) or property damage which may arise from and during operations under this contract, whether such operations be by itself or anyone directly or indirectly employed by it.

The Contractor shall purchase and maintain in full force and effect during the term of this contract, insurance in a company or companies satisfactory to the Owner, but regardless of such approval, it shall be the responsibility of the Contractor to maintain such coverage and shall not relieve Contractor of any contractual responsibility or obligation. Insurance of the following types and with the following limits are required:

General Liability:

The minimum limits of liability for commercial general liability insurance shall be:

\$1,000,000 each occurrence for bodily injury or property damage;  
\$2,000,000 general aggregate with a per-project endorsement; and  
\$1,000,000 products/completed operations aggregate.

Each such policy shall include comprehensive torts, contractual liability, independent Contractors, products/completed operations, inherently dangerous activities, premises-operations, broad form property damage, and personal injury coverage.

General Liability coverage shall name Owner as an Additional insured on a primary basis, per the CG 2010 11/85 or its equivalent, or a combination of CG 2010 10-01 and CG 2037 10-31 (including products and completed operations). These coverages shall provide protection for the Contractor and the Owner against liability from damages because of injuries, including death, suffered by any person and liability from damages to property, arising from or growing out of the Contractor's operations in connection with the performance of this contract. All insurance required by this contract shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance. Each policy shall also contain a severability of interest conditions and the insurance afforded by the Contractor shall be primary insurance.

The Contractor shall provide the Owner with a Certificate of Insurance, specifying Contractor's insurance coverage and limits before any work is performed under this contract. A Certificate of Insurance shall also be provided upon each policy renewal. Certificates of Insurance shall be sent to Owner at the address stated herein. Such proof of insurance shall provide for ten (10) days prior written notice to the Owner before cancellation, termination or material change or modification of such insurance, unless longer advance notice is required by the Owner. Such notice shall be given to Owner at the address above noted. Consulting Engineer shall be listed as an additional insured on the liability insurance policies. Upon request Contractor shall furnish certified copies of any insurance policies listed in the Certificate of Insurance.

If Contractor shall subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor and Owner. Subcontractor shall cause all such policies of insurance to name Contractor and Owner as additional insured's and provide indemnification for Contractor and Owner against liability upon the risks insured thereby to the amount of the coverage specified therein for Contractor.

If the Contractor has a policy or policies of insurance with aggregate limits of liability Owner must be notified in writing any time the aggregate limit is diminished materially below the coverage required by this contract.

Contractor shall notify Owner in writing 10 days after it receives notice or knowledge of any demand, claim, and cause of action, lawsuit, or action arising out of the work performed under this contract. Contractor shall notify Owner as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit.

All liability insurance shall be occurrence policies in a form acceptable to Owner. Claims-made policies are not acceptable.

Automobile Liability:

Contractor shall obtain automobile liability insurance, which provides coverage for its owned, non-owned, and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be:

\$1,000,000 combined single limit for bodily injury and property damage

Workers Compensation:

Statutory

Employers' Liability:

\$100,000/\$500,000/\$100,000(each accident/disease-policy limit/disease-each employee)

Builders Risk/Installation (if required by Owner):

For direct physical loss or damage to covered property while under construction at the premises described in the declaration of the policy and per specifications. Limit of coverage is the contract bid to be in force for the duration of the project and until the project is accepted by the Owner. The Owner will be named additional insured.

Umbrella Coverage (if required by Owner):

An umbrella coverage will be required if the project costs are over \$2 million.

Professional Liability Coverage (if required by Owner or necessary for project):

\$1,000,000 each claim and \$1,000,000 aggregate.

Waiver of Subrogation:

Contractor waives any and all subrogation claims, including such claims arising out of injuries to Contractor's employees, against Owner, Engineer, and Consulting Engineer and their respective officers, directors, partners, employees and agents.

**X. Other Bid Requirements:**

- a. Pursuant to Tennessee State law, the attached **Iran Divestment Act Certification** must be completed, notarized and returned with the bid in order for the bid to be considered or awarded (Chapter No. 817 - HB0261/SB0377.)
- b. All bids must be sealed and properly marked "**Mowing Bid – 3/14/18**" on the outside of envelope. Envelopes not properly marked will not be accepted.
- c. Late bids will not be considered under any circumstances.

**IRAN DIVESTMENT ACT CERTIFICATION**



**EFFECTIVE DATE JULY 1, 2016**

**Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.** Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the "Iran Divestment Act." The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State's website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal made to a local government for goods or services, when competitive bidding is required, must contain the certification stated below**, subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. **It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government**, except under limited enumerated circumstances.

I certify, under penalty of perjury, that the following statement is true:

**"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public \_\_\_\_\_

Print Name \_\_\_\_\_

My Commission Expires:

**Bid Opening**

Wednesday, March 14, 2018 – 3:00 pm

1517 Tombras Avenue

East Ridge, TN 37412

**Grass and Weeds** (twelve inches or over)

Cost per square foot           \$ \_\_\_\_\_

**Minimum Charge:**

30 minutes or less           \$ 50.00

30 Minutes to 1 Hour       \$ 75.00

Over 1 Hour +               \$ 100.00

*Trash, Brush, and Miscellaneous awards will be on an as needed basis and given to the vendor providing the lowest cost quote for the specified location/job activities at the time services are needed.*

*Tree cutting, trimming and removal will be awarded on an as needed basis.*

*Only vendors that hold a current business license with the City of East Ridge shall be considered for individual quotes.*

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Authorized Person's Name and Title (Print or Type):** \_\_\_\_\_

**Authorized Person's Signature:** \_\_\_\_\_